

# UNION PACIFIC RAILROAD COMPANY

## LAW DEPARTMENT

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November 13, 1986

C - 56009 - 13312-C  
RECORDATION NO. 13312 Filed & Recorded

NOV 24 1986 11-20 AM

INTERSTATE COMMERCE COMMISSION

Ms. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
12th and Constitution Ave., N.W.  
Washington, D.C. 20324

Dear Ms. McGee:

Enclosed herewith for filing and recordation pursuant to § 11303 of the Interstate Commerce Act are two (2) executed counterpart originals and two (2) copies of a Supplement dated September 4, 1986, to the Security Agreement dated November 1, 1981, between The Western Pacific Railroad Company, now having a place of business at 1416 Dodge Street, Omaha, Nebraska 68179, and Clark Rental Corporation, having an office at Circle Drive, Buchanan, Michigan 49107 (Recordation No. 13312). Also enclosed is a check in the amount of \$10.00 to cover the filing fee.

After filing and recordation, please return the counterpart marked "Triplicate Original Western Pacific Counterpart" and the copies of the Supplement to the undersigned at Union Pacific Railroad Company, Room 830, 1416 Dodge Street, Omaha, Nebraska 68179.

Very truly yours,

*Brenda J. Council*  
Brenda J. Council  
General Attorney

Interstate Commerce Commission

Washington, D.C. 20423

11/24/86

OFFICE OF THE SECRETARY

Brenda J. Council  
Union Pacific RR.Co.  
1416 Dodge St  
Omaha, NE. 68179

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/24/86 at 11:20am , and assigned re-recording number(s). 13312-C

Sincerely yours,

*Norita R. McGee*  
Secretary

Enclosure(s)

SE-30  
(7/79)

RECORDATION NO. 13312-C Filed & Recorded

NOV 24 1986 11-2 0 AM

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INTERSTATE COMMERCE COMMISSION

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SUPPLEMENT TO

SECURITY AGREEMENT

Dated as of September 4, 1986

between

THE WESTERN PACIFIC RAILROAD COMPANY

and

CLARK RENTAL CORPORATION

---

Filed and recorded with the Interstate Commerce Commission  
pursuant to 49 U.S.C. §11303 on  
at , Recordation No.

C.D. No. 56009-1

THIS SUPPLEMENTAL AGREEMENT, made and entered into as of this 4th day of September, 1986, by and between THE WESTERN PACIFIC RAILROAD COMPANY, a Delaware Corporation (the "Lessee") and CLARK RENTAL CORPORATION, a Michigan Corporation (the "Lessor"), WITNESSETH:

RECITALS:

Under date of November 1, 1981, the parties hereto entered into an agreement (hereinafter the "Original Agreement"), filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 at Recordation No. 13312, covering the Lessee's grant to the Lessor of a security interest in the 25 locomotives described in Schedule II, attached thereto (the "Collateral Equipment").

The Lessee granted a security interest in the Collateral Equipment to the Lessor to secure its obligations under an Agreement dated November 11, 1981, which the parties agreed to characterize as a lease of 236, 100-ton, 2,300 cubic foot open top hopper cars (the "Leased Equipment").

Section 3 of the Original Agreement provides that the Lessor shall immediately release its security interest in the Collateral Agreement upon being granted by the Lessee a security interest in the Leased Equipment.

The Lessee desires to exercise the option provided in Section 4 of the Original Agreement to grant the Lessor a security interest in the Leased Equipment in exchange for a release of the Lessor's security interest in the Collateral Equipment.

To set out the understanding of the parties hereto with respect to the aforesaid subject matter, this Agreement is made.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. Granting of Security Interest in the Leased Equipment.

In accordance with the terms of Section 4 of the Original Agreement, the Lessee hereby grants, conveys and

transfers to the Lessor a security interest in the Leased Equipment described in Schedule I, which is attached hereto and expressly made a part hereof, and which is attached to and a part of the Original Agreement. The security interest in the Leased Equipment herein granted to the Lessor shall be subordinate only to any rights of the secured party under the Conditional Sale Agreement dated as of May 15, 1981 (the "CSA"), between Portec, Inc., Trinity Industries, Inc., and the Lessee.

Section 2. Release of Security Interest in the Collateral Equipment.

In consideration of the Lessee's grant to the Lessor of a security interest in the Leased Equipment, the Lessor hereby releases its security interest in the Collateral Equipment, and absolute right to the possession of, title to and property in the Collateral Equipment hereby vests in the Lessee without further transfer or action on the part of the Lessor.

Section 3. Effective Date - Term.

This Supplemental Agreement shall take effect as of the date first herein written and shall continue in full force and effect during the remainder of the life of the Original Agreement and the security interest granted thereunder.

Section 4. Agreement Supplemental.

This Supplemental Agreement is supplemental to the Original Agreement and nothing therein contained shall be construed as amending or modifying the same except as herein specifically provided. For all purposes of the Original Agreement and the "Agreement" referred to therein, the "Collateral Equipment" referred to therein shall hereafter refer to the Leased Equipment.

Section 5. Representations.

All representations of the Lessee in Section 15 of said "Agreement" are true and correct on the date hereof as if made on the date hereof and as if references therein to the "Security Agreement" included a reference to this Supplemental Agreement. The Lessee further represents that it is not now in default of any of the terms of the Original Agreement.

IN WITNESS WHEREOF, the parties hereto have

caused this Supplemental Agreement to be executed in triplicate as of the date first herein written.

ATTEST:

THE WESTERN PACIFIC  
RAILROAD COMPANY

*D. D. Zippert*  
(Corporate Seal)

By *J. H. Davis*  
Title Executive Vice President

ATTEST:

CLARK RENTAL CORPORATION

*John J. [unclear]*  
(Corporate Seal)

By *[Signature]*  
Title Vice President

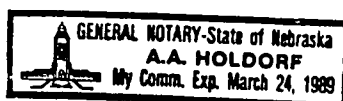
SCHEDULE I

<u>QUANTITY</u>	<u>TYPE</u>	<u>PURCHASE PRICE*</u>	<u>ROAD NUMBERS (Inclusive)</u>
36	100-ton 2,300 cubic ft. open top hopper cars manufactured by Porter, Inc. WP Road Nos. 10301 - 10336	\$1,550,551.50	WP 10,301 - 10,336
200	100-ton 2,300 cubic ft. open top hopper cars manu- factured by Trinity Industries Inc. WP Road Nos. 10801 - 11000	<u>8,761,781.50</u>	WP 10,801 - 11,000
	TOTAL	\$10,312,333.00	

\* EQUALS PROPERTY OWNER'S  
ADJUSTED BASIS

STATE OF NEBRASKA       )  
                                  ) ss.  
COUNTY OF DOUGLAS     )

On this 22<sup>nd</sup> day of September, 1986, before me personally appeared J. R. Davis to me personally known, who, being by me duly sworn, says that he is the Executive Vice President-Operation of THE WESTERN PACIFIC RAILROAD COMPANY, a Delaware corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that such instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.



A.A. Holdorf  
Notary Public

[Notarial Seal]

My Commission expires: March 24, 1989

STATE OF MICHIGAN       )  
                                  ) ss.  
COUNTY OF BERRIEN     )

On this 27th day of October, 1986, before me personally appeared Jerry Jones, to me personally known, who, being by me duly sworn, says that he is Vice President of CLARK RENTAL CORPORATION, a Michigan corporation; that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Betty A. Johnson  
Notary Public

[Notarial Seal]

BETTY A. JOHNSON  
Notary Public, Berrien County, MI  
My Commission expires: Sept. 27, 1989